



**CERTIFICATE OF SERVICE**

I hereby certify that on October 17, 2023, I electronically filed the foregoing document, Plaintiff's Memorandum of Law in Support of Plaintiff's Motion for Entry of Preliminary Injunction, and the Declaration of Genesis Shin in Support of Plaintiff's Motion for Entry of Preliminary Injunction with the Clerk of the Court using the CM/ECF system, which will notify all attorneys of record of the filing of this document.

/s/ Genesis Shin

Genesis Shin

IN THE UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

KIDS RIDE SHOTGUN LIMITED  
{PLAINTIFF'S NAME},

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,  
LIMITED LIABILITY COMPANIES,  
PARTNERSHIPS, AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON  
SCHEDULE A TO THE COMPLAINT  
{DEFENDANT}, et al.,

Defendants.

Case No. 23-cv-04804{XXXXX}

Judge Thomas M.  
Durkin{NAME}

Magistrate Judge Sunil R.  
Harjani{NAME}

**[PROPOSED]** PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff KIDS RIDE SHOTGUN LIMITED's{FULL NAME} (“{Plaintiff}”) ~~filed a~~ Motion for ~~Entry of~~ a Preliminary Injunction (Dkt. No. 25 “Motion”) against the ~~against the~~ fully interactive, e-commerce stores<sup>1</sup> operating under the seller aliases Defendants identified ~~on~~ in Schedule A to the Complaint and attached hereto (Collectively, the “PI Defendants”) and using at least the domain names ~~identified in Schedule A (the “Defendant Domain Names”)~~ and the online marketplace accounts identified in such Schedule A (the “Defendant Internet StoresOnline Marketplaces”); and

THE COURT having reviewed the papers in support of and in opposition to the Motions (if any); and the Court having found that Plaintiff meets the criteria for entry of preliminary relief; and, ~~After reviewing the Motion and the accompanying record, this Court~~ GRANTS {PLAINTIFF}'s Motion in part as follows:

<sup>1</sup>The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

This Court finds ~~that~~ [Plaintiff] has provided notice to ~~the PI~~ Defendants ~~identified on~~ Schedule A attached hereto in accordance with the Temporary Restraining Order entered September 20, 2023[DATE], (Dkt. No. 19)[DOCKET NO.] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court ~~furtheralso~~ finds, in the absence of adversarial presentation, that it has personal jurisdiction over ~~the PI~~ Defendants because ~~the PI~~ Defendants directly target their business activities toward consumers in the United States, including Illinois, ~~offering to sell and ship products into this~~ Judicial District. Specifically, PI [PLAINTIFF] has provided a basis to conclude that Defendants are reaching out to do business with have targeted sales to Illinois residents who can purchase products bearing counterfeit versions of the Kids Ride Shotgun products (“Counterfeit Products”) bearing, using, or infringing upon Plaintiff’s Kids Ride Shotgun’s trademarks, which are covered by at least U.S. Trademark Registration Nos. 6,103,063 (the “SHOTGUN Trademark”) and/or infringe Plaintiff’s federally registered copyrights, which are covered by U.S. Copyright Office Registration Nos. VA 2-287-034, and VA 2-287-035 (the “Kids Ride Shotgun Copyrights”). PI Defendants have offered for sale and sold unauthorized Counterfeit Products bearing, using, or infringing on the Kids Ride Shotgun’s Trademark and Copyrights through accounts with online marketplace platforms including but not limited to Alibaba.com, Aliexpress.com, Amazon.com, DHgate.com, Walmart.com, and Wish.com (the “Marketplace Platforms”) held by PI Defendants (the “User accounts”).

~~by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of [PLAINTIFF]’s federally registered trademarks (the “[PLAINTIFF] Trademarks”) to residents of Illinois. [In this case, [PLAINTIFF] has presented screenshot evidence that each Defendant e-commerce store is~~

~~reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the [PLAINTIFF] Trademarks. See Docket No.[X], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the [PLAINTIFF] Trademarks.]~~

~~This Court also finds~~THIS COURT FURTHER FINDS that ~~the~~ injunctive relief previously granted in the Temporary Restraining Order (“TRO”) entered on September 20, 2023 (Dkt. No. 19) and extended on October 5, 2023 (Dkt. No. 22), should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of [Plaintiff]’s previously granted Motion for Entry of a TRO a Temporary Restraining Order establishes that [Plaintiff] has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that [Plaintiff] will suffer irreparable harm if the injunction is not granted.

Specifically, through the Declaration of Genesis Shin and accompanying evidence, [Plaintiff] has proved a prima facie case of trademark infringement because (1) the SHOTGUN[PLAINTIFF] Trademark is as are distinctive marks s and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) PI Defendants are not licensed or authorized to use any of the [PLAINTIFF] the Kids Ride Shotgun Trademark or Copyrights, and (3) Defendants’ use of the Kids Ride Shotgun [PLAINTIFF] Trademark and/or Copyrights is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with [Plaintiff]’s. Furthermore, PI Defendants’ continued and unauthorized use of the

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Kids Ride Shotgun[PLAINTIFF] Trademark and/or Copyrights irreparably harms [Plaintiff] through diminished goodwill and brand confidence, damage to [Plaintiff]'s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, [Plaintiff] has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by PI Defendants' actions.

Accordingly, this Court ORDERS~~Sorders~~ that:

1. PI Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be ~~tempor~~preliminarily enjoined and restrained from:
  - a. using the Kids Ride Shotgun[PLAINTIFF] Trademark and/or Copyrights or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Kids Ride Shotgun[PLAINTIFF] product or not authorized by [Plaintiff] to be sold in connection with ~~the~~ [Plaintiff's] SHOTGUN Trademark and/or Copyrights;
  - b. ~~P~~passing off, inducing, or enabling others to sell or pass off any product as a genuine Kids Ride Shotgun[PLAINTIFF] product or any other product produced by [Plaintiff], that is not [Plaintiff]'s or not produced under the authorization, control, or supervision of [Plaintiff] and approved by [Plaintiff] for sale under the [Plaintiff's] Trademark and/or Copyrights;

- c. ~~C~~ommitting any acts calculated to cause consumers to believe that ~~PI~~ Defendants' products are those sold under the authorization, control, or supervision of {Plaintiff}, or are sponsored by, approved by, or otherwise connected with {Plaintiff};
- ~~e.d. and~~ Further infringing the Plaintiff's SHOTGUN Trademark and damaging Plaintiff's goodwill;
- e. ~~M~~anufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for {Plaintiff}, nor authorized by {Plaintiff} to be sold or offered for sale, and which bear any of {Plaintiff}'s SHOTGUN Trademark and/or Copyrights, ~~including the {PLAINTIFF} Trademarks,~~ or any reproductions, counterfeit copies, or colorable imitations thereof;
- f. Using, linking to, transferring, selling, exercising control over, or otherwise owning the User Accounts, the Defendant Internet Stores, or any other domain name or online marketplace account that is being used to sell or is the means by which PI Defendants could continue to sell Counterfeit Products; and
- ~~e.g.~~ Operating and/or hosting websites and/or any other online presence registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Plaintiff's SHOTGUN Trademark or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine Kids Ride Shotgun product or not authorized by Plaintiff to be sold in connection with the Plaintiff's SHOTGUN Trademarks ("Defendant Domain Names").

2. Each PI Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that the own and/or operate (c) their financial accounts, including without limitation all accounts with Amazon, PayPal, payment processing service providers, banks, savings and loan associations, and any other financial institutions, and (d) the steps taken by each PI Defendant to comply with paragraph 1, a through, above.
- ~~2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.~~
3. The domain name registries for the PI Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy — Operating — Company — LLC, — Name.com, — PDR — LTD. — d/b/a/ PublicDomainRegistry.com, — and — Namecheap — Inc., within threeseven (37) businesssealendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall ~~disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court, as Plaintiff's choosing;~~
- a. Unlock and change the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court; or

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b. Disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

4. Those in privity with PI Defendant Domain Names and with actual notice of this Order, including the Marketplace Platforms and any other online marketplaces, any financial institutions, including without limitation (Contaxtlogic, Inc. (“Wish”), (ii) PayPal, Inc. (“PayPal”), (iii) Payoneer, Inc. (“Payoneer”), (iv) Amazon Payment Systems, Inc. and Amazon.com, Inc. (“Amazon”), (v) Ping Pong Global Solutions, Inc. (“Ping Pong”), (vi) Coinbase Global, Inc. (“Coinbase”), (vii) LianLian Global t/as LL Pay U.S., LLC (“LianLian”), (viii) GoAllPay (“AllPay”), (ix) World First UK Ltd. (“World First”), (x) Paxful, Inc. (“Paxful”), (xi) Shopify, Inc. (“Shopify”), (xii) Stripe, Inc. (“Stripe”), (xiii) other payment processing service providers, (xiv) merchant account providers, (xv) payment providers, third party processors, (xvi) banks, (xvii) savings and loan associations, and (xviii) credit card associations (e.g., MasterCard and VISA) (collectively “Financial Institutions”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing, and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall utilize any identifying information for the PI Defendants provided by Plaintiffs and within three (3) business days of receipt of this Order:
- a. Disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the SHOTGUN Trademark and/or Copyrights, including any account associated with the PI Defendants listed on the attached Schedule A;

b. Disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing good using the SHOTGUN Trademark, and

3.c. Take all steps necessary to prevent links to the Defendant Internet Stores identified on the Schedule A from displaying in search results, including, but not limited to, removing links to the PI Defendant Internet Stores from any search index,

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4.5. Upon [PLAINTIFF]'s request, PI Defendants and any third party with actual notice of this Order who is providing services for any of the PI Defendants, or in connection with any of PI Defendants' websites at the Defendant Internet Stores or other websites or any other online presence registered or operated by Defendants Online Marketplaces, including, without limitation, the Marketplace Platforms and any online marketplaces, Financial Institutions, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, merchant account providers, third party processors, shippers, and domain name registrars -platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall utilize any identifying information for the PI Defendants provided by Plaintiff and, within five (5) business days after receipt of such notice, provide to [Plaintiff] expedited discovery, limited to including copies of all documents and records in such person's or entity's possession or control relating to sufficient to determine:

a. The identities and locations of PI Defendants, their officers, agents, servants, employees, confederates, attorneys, and any persons acting in active concert or

participation with them, including all known contact information ~~and all associated e-mail addresses;~~

- b. ~~The nature of PI Defendants' operations and all associated sales, methods of payment for services,~~ and financial information, including, without limitation, identifying information associated with the Defendant Internet Stores websites and/or other websites and/or any other online presence registered or operated by PI Defendants ~~Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces;~~ and

- e. ~~Any~~ financial accounts owned or controlled by PI Defendants, including their ~~officers,~~ agents, servants, employees, confederates, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any Financial Institution ~~banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), Alipay, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).~~

c. PI Defendants and any persons in active concert or participation with them who have

6. PI Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of PI Defendants' assets until further ordered by this Court.

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~~5. Upon [PLAINTIFF]'s request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the [PLAINTIFF] Trademarks.~~

~~6.7. The Marketplace Platforms and any other online marketplaces, and Financial InstitutionsAny Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within five (5) business days of receipt of this Order, for any PI Defendant or any of Defendants' Online Marketplace Accounts or websites:~~

- ~~a. Locate all accounts and funds connected to and related to PI Defendants, the Defendant Internet Stores, Defendants' websites and/or any other online presence registered or operated by PI Defendants, including, but not limited to, any accounts connected to the information listed in the Schedule A to the Complaint ("the Defendant's Accounts") and all other assets belonging to the Defendants, including any cryptocurrency (the "Defendants' Assets") and~~
- ~~a. 'seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit [X] to the Declaration of [PERSON], and any e-mail addresses provided for Defendants by third parties; and~~
- ~~b. Locate, attach, and restrain—and enjoin any such accounts or funds from transferringthe transfer or disposing of monies or funds from PI Defendants'~~

Accounts, as well as the transfer or disposing any money or other of PI Defendants' Assets, until further order by this Court.

~~7.8.~~ Pursuant to Fed. R. Civ. P. 4(f)(3), as sufficient cause has been shown, ~~[Plaintiff]~~ may provide notice of the proceedings in this case to PI Defendants, including notice of the preliminary injunction and service of process ~~pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions~~, by delivery of (i) PDF copies of this Order, the Complaint, and other relevant documents and (ii) electronically publishing a link to a website where each PI Defendant will be able to download PDF copies of such documents, to PI Defendants' e-mail addresses as provided by the Financial Institutions and/or Marketplace Platforms and/or other third parties. ~~the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit [X] to the Declaration of [PERSON] and any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "[FIRST DEFENDANT] and all other Defendants identified in the Operative Complaint" that shall apply to all Defendants.~~ The combination of providing notice via electronic publication ~~or~~ and e-mail, along with any notice that Defendants receive from domain name registrars payment processors, shall constitute notice reasonably calculated under all circumstances to apprise PI Defendants of the pendency of the action and afford them the opportunity to present their objections.

~~8.9.~~ Plaintiff's Schedule A to the Complaint (Dkt. No. 4) and the TRO (Dkt. No. 19) shall become Pleading(s) [DOCKET NO.] and Exhibits [X]-[Y] thereto [DOCKET NO.], [DOCKET NO.], [DOCKET NO.], Schedule A to the Pleading(s) [DOCKET NO(s).],

~~Exhibit [X] to the Declaration of [PERSON] [DOCKET NO.], and the TRO [DOCKET NO.] are unsealed.~~

~~9.10.~~ Any ~~PI~~ Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court, ~~as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.~~

~~10.11.~~ The ~~B\$[DOLLAR AMOUNT]~~ bond posted by ~~[Plaintiff]~~ shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

~~[JUDGE'S NAME]~~

Honorable Thomas M. Durkin

United States District Judge

Dated: ~~[DATE]~~

## Schedule A

**AMENDED SCHEDULE A**

<b>Doe No.</b>	<b>Defendant Seller</b>	<b>Defendant Online Marketplace</b>
1.	Ningbo Yigao Commodity Co. Ltd.	<a href="https://nb-yigao.en.alibaba.com/contactinfo.html">https://nb-yigao.en.alibaba.com/contactinfo.html</a>
2.	+8618068765117 Store	<a href="https://www.aliexpress.com/store/1101369739">https://www.aliexpress.com/store/1101369739</a>
3.	Brilliant outdoor life Store	<a href="https://www.aliexpress.com/store/1101495217">https://www.aliexpress.com/store/1101495217</a>
4.	Comfortable Cycling Store	<a href="https://www.aliexpress.com/store/1101425230">https://www.aliexpress.com/store/1101425230</a>
5.	Coolontrack Outdoor Store	<a href="https://www.aliexpress.com/store/1101546807">https://www.aliexpress.com/store/1101546807</a>
6.	Cousins Sports Store	<a href="https://www.aliexpress.com/store/1101616820">https://www.aliexpress.com/store/1101616820</a>
7.	EasyGlobal Store	<a href="https://www.aliexpress.com/store/5798747">https://www.aliexpress.com/store/5798747</a>
8.	Kimyan Car Replacement Store	<a href="https://www.aliexpress.com/store/912270945">https://www.aliexpress.com/store/912270945</a>
9.	KW bike Store	<a href="https://www.aliexpress.com/store/1101401025">https://www.aliexpress.com/store/1101401025</a>
10.	LETSports Outdoor Store	<a href="https://www.aliexpress.com/store/1101689548">https://www.aliexpress.com/store/1101689548</a>
11.	looking Bike series Store	<a href="https://www.aliexpress.com/store/3083028">https://www.aliexpress.com/store/3083028</a>
12.	Loving Fun Store	<a href="https://www.aliexpress.com/store/1101323451">https://www.aliexpress.com/store/1101323451</a>
13.	Man Tian Xing Store	<a href="https://www.aliexpress.com/store/1101421393">https://www.aliexpress.com/store/1101421393</a>
14.	MG Cycling Store	<a href="https://www.aliexpress.com/store/1101884562">https://www.aliexpress.com/store/1101884562</a>
15.	Mokeneye Cveling Store	<a href="https://www.aliexpress.com/store/1101342698">https://www.aliexpress.com/store/1101342698</a>
16.	Onegoo Store	<a href="https://www.aliexpress.com/store/1101677494">https://www.aliexpress.com/store/1101677494</a>
17.	Outdoor Sports Goods Store	<a href="https://www.aliexpress.com/store/1102371850">https://www.aliexpress.com/store/1102371850</a>
18.	Package the world Store	<a href="https://www.aliexpress.com/store/2846033">https://www.aliexpress.com/store/2846033</a>
19.	Peaches Outdoors Store	<a href="https://www.aliexpress.com/store/1101648865">https://www.aliexpress.com/store/1101648865</a>
20.	Riderace Sport Store	<a href="https://www.aliexpress.com/store/1102196966">https://www.aliexpress.com/store/1102196966</a>
21.	RiderSport Store	<a href="https://www.aliexpress.com/store/1100227309">https://www.aliexpress.com/store/1100227309</a>
22.	Rookoor Outdoor Store	<a href="https://www.aliexpress.com/store/1101581598">https://www.aliexpress.com/store/1101581598</a>
23.	Shop1102066021 Store	<a href="https://www.aliexpress.com/store/1102063903">https://www.aliexpress.com/store/1102063903</a>
24.	Shop1102182994 Store	<a href="https://www.aliexpress.com/store/1102182994">https://www.aliexpress.com/store/1102182994</a>
25.	Shop1102185067 Store	<a href="https://www.aliexpress.com/store/1102188062">https://www.aliexpress.com/store/1102188062</a>
26.	Shop1102216555 Store	<a href="https://www.aliexpress.com/store/1102208664">https://www.aliexpress.com/store/1102208664</a>
27.	Shop1102262209 Store	<a href="https://www.aliexpress.com/store/1102268165">https://www.aliexpress.com/store/1102268165</a>
28.	Shop1102271181 Store	<a href="https://www.aliexpress.com/store/1102269183">https://www.aliexpress.com/store/1102269183</a>
29.	Shop1102298674 Store	<a href="https://www.aliexpress.com/store/1102301653">https://www.aliexpress.com/store/1102301653</a>
30.	Shop1102310884 Store	<a href="https://www.aliexpress.com/store/1102312936">https://www.aliexpress.com/store/1102312936</a>
31.	Shop4400110 Store	<a href="https://www.aliexpress.com/store/1101419099">https://www.aliexpress.com/store/1101419099</a>
32.	Sky For Store	<a href="https://www.aliexpress.com/store/1102269181">https://www.aliexpress.com/store/1102269181</a>
33.	SMT Outdoor Cycling Accessories Store	<a href="https://www.aliexpress.com/store/1101802205">https://www.aliexpress.com/store/1101802205</a>
34.	Sports Outdoor Life Store	<a href="https://www.aliexpress.com/store/1102373493">https://www.aliexpress.com/store/1102373493</a>

<u>Doe No.</u>	<u>Defendant Seller</u>	<u>Defendant Online Marketplace</u>
35.	TengDa-Tech Store	<a href="https://www.aliexpress.com/store/1101353965">https://www.aliexpress.com/store/1101353965</a>
36.	What's the bike Store	<a href="https://www.aliexpress.com/store/1101953864">https://www.aliexpress.com/store/1101953864</a>
37.	yuekai Store	<a href="https://www.aliexpress.com/store/1101262818">https://www.aliexpress.com/store/1101262818</a>
38.	ZC Sports Store	<a href="https://www.aliexpress.com/store/1102027331">https://www.aliexpress.com/store/1102027331</a>
39.	ZeroToHero Store	<a href="https://www.aliexpress.com/store/1101420697">https://www.aliexpress.com/store/1101420697</a>
40.	Auwey	<a href="https://www.amazon.com/sp?seller=A38YQC7QE1JM58">https://www.amazon.com/sp?seller=A38YQC7QE1JM58</a>
41.	Baise Baichuang Jiaxin Information Technology Co., Ltd. 百色百创嘉鑫信息科技有 限责任公司	<a href="https://www.amazon.com/sp?seller=A2AXT2BLU9HJ7I">https://www.amazon.com/sp?seller=A2AXT2BLU9HJ7I</a>
42.	BCTHZY-US	<a href="https://www.amazon.com/sp?seller=ALJJKMD6JL3JY">https://www.amazon.com/sp?seller=ALJJKMD6JL3JY</a>
43.	CandyMan-Direct	<a href="https://www.amazon.com/sp?seller=A1GLRGWJ8XY8DV">https://www.amazon.com/sp?seller=A1GLRGWJ8XY8DV</a>
44.	chaopinhui	<a href="https://www.amazon.com/sp?seller=A2XTN59TAQ5UAC">https://www.amazon.com/sp?seller=A2XTN59TAQ5UAC</a>
45.	Clp-US	<a href="https://www.amazon.com/sp?seller=A36M0AOGXHE4SG">https://www.amazon.com/sp?seller=A36M0AOGXHE4SG</a>
46.	Dada Nana Store	<a href="https://www.amazon.com/sp?seller=A99O1RIG9VQZT">https://www.amazon.com/sp?seller=A99O1RIG9VQZT</a>
47.	Entrepreneurial small team	<a href="https://www.amazon.com/sp?seller=ARCTATX5K352">https://www.amazon.com/sp?seller=ARCTATX5K352</a>
48.	GSYYDSZX	<a href="https://www.amazon.com/sp?seller=A3NSEEXRMFDQVK">https://www.amazon.com/sp?seller=A3NSEEXRMFDQVK</a>
49.	Hongjin Light LTD	<a href="https://www.amazon.com/sp?seller=A172E6BWIUYQY4">https://www.amazon.com/sp?seller=A172E6BWIUYQY4</a>
50.	Hundred innovations and innovations (百创双新)	<a href="https://www.amazon.com/sp?seller=A37GFR1IR4XU2P">https://www.amazon.com/sp?seller=A37GFR1IR4XU2P</a>
51.	Hxc-us	<a href="https://www.amazon.com/sp?seller=AHWPZHIFCGKBE">https://www.amazon.com/sp?seller=AHWPZHIFCGKBE</a>
52.	JIYUGU	<a href="https://www.amazon.com/sp?seller=A1DNPLU86ZAT4O">https://www.amazon.com/sp?seller=A1DNPLU86ZAT4O</a>
53.	Juyou Court (聚优阁)	<a href="https://www.amazon.com/sp?seller=A2J11KNO4P5OK3">https://www.amazon.com/sp?seller=A2J11KNO4P5OK3</a>
54.	KEDUOLE	<a href="https://www.amazon.com/sp?seller=A38LRT4I2SHXF">https://www.amazon.com/sp?seller=A38LRT4I2SHXF</a>
55.	kin517	<a href="https://www.amazon.com/sp?seller=AX4N2JTR1TAHI">https://www.amazon.com/sp?seller=AX4N2JTR1TAHI</a>
56.	Laziness is the source of all evil	<a href="https://www.amazon.com/sp?seller=A3LIMNJX9DY7RB">https://www.amazon.com/sp?seller=A3LIMNJX9DY7RB</a>
57.	LLL-US1	<a href="https://www.amazon.com/sp?seller=AVA4PE449FPTY">https://www.amazon.com/sp?seller=AVA4PE449FPTY</a>
58.	Mr ming	<a href="https://www.amazon.com/sp?seller=A3BU9Q3Z5YOGV4">https://www.amazon.com/sp?seller=A3BU9Q3Z5YOGV4</a>
59.	MSL US	<a href="https://www.amazon.com/sp?seller=A1CSCCOM30HD65">https://www.amazon.com/sp?seller=A1CSCCOM30HD65</a>
60.	Msnaile	<a href="https://www.amazon.com/sp?seller=AKS1KJDNT0AAG">https://www.amazon.com/sp?seller=AKS1KJDNT0AAG</a>
61.	qinglexiaopu	<a href="https://www.amazon.com/sp?seller=A278761CCW1PHJ">https://www.amazon.com/sp?seller=A278761CCW1PHJ</a>
62.	Qtmlw-CH	<a href="https://www.amazon.com/sp?seller=ADL4FBZ0P6QT2">https://www.amazon.com/sp?seller=ADL4FBZ0P6QT2</a>
63.	RUN-U	<a href="https://www.amazon.com/sp?seller=A1PHRHAWG5M8UV">https://www.amazon.com/sp?seller=A1PHRHAWG5M8UV</a>
64.	Shop No. 3 (三号铺)	<a href="https://www.amazon.com/sp?seller=A2IV8S4OI2XRMD">https://www.amazon.com/sp?seller=A2IV8S4OI2XRMD</a>
65.	SQ US	<a href="https://www.amazon.com/sp?seller=APKFPH57RA0TX">https://www.amazon.com/sp?seller=APKFPH57RA0TX</a>
66.	Tian-ci	<a href="https://www.amazon.com/sp?seller=A1I3K1HXKY01JP">https://www.amazon.com/sp?seller=A1I3K1HXKY01JP</a>



<u>Doe No.</u>	<u>Defendant Seller</u>	<u>Defendant Online Marketplace</u>
67.	Upthehill	<a href="https://www.amazon.com/sp?seller=AC272EEYFOWCA">https://www.amazon.com/sp?seller=AC272EEYFOWCA</a>
68.	VILOBYC	<a href="https://www.amazon.com/sp?seller=A7QU8J51TLZ73">https://www.amazon.com/sp?seller=A7QU8J51TLZ73</a>
69.	WUDI US	<a href="https://www.amazon.com/sp?seller=ARIWDICRW1GM5">https://www.amazon.com/sp?seller=ARIWDICRW1GM5</a>
70.	Yao-jia	<a href="https://www.amazon.com/sp?seller=A14HVB7J20NWOS">https://www.amazon.com/sp?seller=A14HVB7J20NWOS</a>
71.	ylm-XC	<a href="https://www.amazon.com/sp?seller=A8PQCS88TA5QL">https://www.amazon.com/sp?seller=A8PQCS88TA5QL</a>
72.	YouTeMei	<a href="https://www.amazon.com/sp?seller=A25FAZAA7W14C8">https://www.amazon.com/sp?seller=A25FAZAA7W14C8</a>
73.	ZADIANSH	<a href="https://www.amazon.com/sp?seller=A37HMLJFTBOEZO">https://www.amazon.com/sp?seller=A37HMLJFTBOEZO</a>
74.	百创创佳	<a href="https://www.amazon.com/sp?seller=A2O2M6B5IIM7PH">https://www.amazon.com/sp?seller=A2O2M6B5IIM7PH</a>
75.	bong07	<a href="https://www.dhgate.com/store/about-us/21836791.html">https://www.dhgate.com/store/about-us/21836791.html</a>
76.	kang07	<a href="https://www.dhgate.com/store/about-us/21836807.html">https://www.dhgate.com/store/about-us/21836807.html</a>
77.	xuan09	<a href="https://www.dhgate.com/store/about-us/21755397.html">https://www.dhgate.com/store/about-us/21755397.html</a>
78.	ofkan-31	<a href="https://www.ebay.com/usr/ofkan-31">https://www.ebay.com/usr/ofkan-31</a>
79.	shonti_shop	<a href="https://www.ebay.com/usr/shonti_shop">https://www.ebay.com/usr/shonti_shop</a>
80.	snihanany_0	<a href="https://www.ebay.com/usr/snihanany_0">https://www.ebay.com/usr/snihanany_0</a>
81.	Amznmarket	<a href="https://www.walmart.com/reviews/seller/101333048">https://www.walmart.com/reviews/seller/101333048</a>
82.	avi shops	<a href="https://www.walmart.com/reviews/seller/101273200">https://www.walmart.com/reviews/seller/101273200</a>
83.	BSL Store Co. Ltd	<a href="https://www.walmart.com/reviews/seller/101207557">https://www.walmart.com/reviews/seller/101207557</a>
84.	DADAKAKA	<a href="https://www.walmart.com/reviews/seller/101192272">https://www.walmart.com/reviews/seller/101192272</a>
85.	Great talent	<a href="https://www.walmart.com/reviews/seller/101136572">https://www.walmart.com/reviews/seller/101136572</a>
86.	Grocervarc	<a href="https://www.walmart.com/reviews/seller/101294923">https://www.walmart.com/reviews/seller/101294923</a>
87.	Guangzhou Zhenglushi Dianzi Shangwu Youxian Gongsi	<a href="https://www.walmart.com/reviews/seller/101173285">https://www.walmart.com/reviews/seller/101173285</a>
88.	guangzhoubianmushangwufuwu youxiangongsi	<a href="https://www.walmart.com/reviews/seller/101189451">https://www.walmart.com/reviews/seller/101189451</a>
89.	Haikou Sun Michi Technology Co., Ltd	<a href="https://www.walmart.com/reviews/seller/101248749">https://www.walmart.com/reviews/seller/101248749</a>
90.	haikoushisiqudianzishangwuyouxiangongsi	<a href="https://www.walmart.com/reviews/seller/101220880">https://www.walmart.com/reviews/seller/101220880</a>
91.	HuaiAnFeiEr	<a href="https://www.walmart.com/reviews/seller/101298676">https://www.walmart.com/reviews/seller/101298676</a>
92.	JLKJ	<a href="https://www.walmart.com/reviews/seller/101219985">https://www.walmart.com/reviews/seller/101219985</a>
93.	KINGSLIM INTERNATIONAL LIMITED	<a href="https://www.walmart.com/reviews/seller/101098271">https://www.walmart.com/reviews/seller/101098271</a>
94.	KMFGL Co. Ltd	<a href="https://www.walmart.com/reviews/seller/101241674">https://www.walmart.com/reviews/seller/101241674</a>
95.	MYYYSE.Co,Ltd	<a href="https://www.walmart.com/reviews/seller/101334219">https://www.walmart.com/reviews/seller/101334219</a>
96.	NZBZ	<a href="https://www.walmart.com/reviews/seller/101191491">https://www.walmart.com/reviews/seller/101191491</a>
97.	shanxirongquankejiyouxiangongsi	<a href="https://www.walmart.com/reviews/seller/101124127">https://www.walmart.com/reviews/seller/101124127</a>
98.	Shenzhen Banneng Technology Development Co., Ltd	<a href="https://www.walmart.com/reviews/seller/101232986">https://www.walmart.com/reviews/seller/101232986</a>

<u>Doe No.</u>	<u>Defendant Seller</u>	<u>Defendant Online Marketplace</u>
<u>99.</u>	<u>Shenzhen Guangyao Minghui Technology Co., Ltd</u>	<u><a href="https://www.walmart.com/reviews/seller/101211131">https://www.walmart.com/reviews/seller/101211131</a></u>
<u>100.</u>	<u>shenzhenlvheshangmaoyouxian gongsi</u>	<u><a href="https://www.walmart.com/reviews/seller/101271691">https://www.walmart.com/reviews/seller/101271691</a></u>
<u>101.</u>	<u>Shenzhenshi Yizhuanglong Maoyi Youxiangongsi</u>	<u><a href="https://www.walmart.com/reviews/seller/101139371">https://www.walmart.com/reviews/seller/101139371</a></u>
<u>102.</u>	<u>shenzhenshiaokailamaoyiyouxia ngongsi</u>	<u><a href="https://www.walmart.com/reviews/seller/101225380">https://www.walmart.com/reviews/seller/101225380</a></u>
<u>103.</u>	<u>Starvop</u>	<u><a href="https://www.walmart.com/reviews/seller/101220293">https://www.walmart.com/reviews/seller/101220293</a></u>
<u>104.</u>	<u>Vonluxe Zone</u>	<u><a href="https://www.walmart.com/reviews/seller/101182268">https://www.walmart.com/reviews/seller/101182268</a></u>
<u>105.</u>	<u>xiamenlianzhongxutongmaoyiy ouxiangongsi</u>	<u><a href="https://www.walmart.com/reviews/seller/101219054">https://www.walmart.com/reviews/seller/101219054</a></u>
<u>106.</u>	<u>YI Strong Co. Ltd</u>	<u><a href="https://www.walmart.com/reviews/seller/101282794">https://www.walmart.com/reviews/seller/101282794</a></u>